

WILLKIE FARR & GALLAGHER

Washington, DC  
New York  
London  
Paris

January 16, 1997

EX PARTE OR LATE FILED

Mr. William Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, N.W.  
Room 222  
Washington, D.C. 20554

RECEIVED

JAN 16 1997

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

Re: Ex Parte Meeting  
CC Docket No. 96-115

Dear Mr. Caton:

On January 15, 1997, representatives of the Association of Directory Publishers ("ADP") met with William Kehoe, Dorothy Attwood, Florence Setzer, and Gayle Radley Teicher of the Common Carrier Bureau to discuss issues raised in the comments and reply comments filed in the above-referenced proceeding. Representatives of ADP included Bill Hammack, Theodore Whitehouse and the undersigned.

During the meeting, ADP reiterated the views expressed in its comments, reply comments, and ex parte filings in the above-referenced proceeding. ADP also discussed several interconnection agreements entered into by Ameritech with various CLECs and a model interconnection agreement between BellSouth and prospective CLECs. ADP pointed out that the interconnection agreements shed light on BOCs' ability to provide updated listings, on directory publishers' need to receive such listings, and on the feasibility of the provision of such listings. ADP also noted that the interconnection agreements provide for the CLECs' directories to be delivered to unpublished subscribers. Consequently, ADP reiterated its belief that independent directory publishers were entitled to information sufficient to deliver their directories to such subscribers.

Additionally, ADP provided materials showing that various LECs continue to behave anticompetitively with

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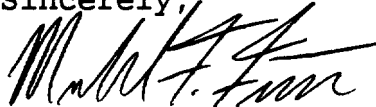
Three Lafayette Centre  
1155 21st Street, NW  
Washington, DC 20036-3384  
202 328 8000

Telex: RCA 229800  
WU 89-2762  
Fax: 202 887 8979

Mr. William Caton  
January 16, 1997  
Page 2

respect to the provision of subscriber list information. Examples include: Sprint/United, which has refused to provide updates; Cincinnati Bell, which after passage of the 1996 Act, refused to provide any listings whatsoever; MEBTEL which charges rates of approximately \$1.60 per listing and \$2.96 per updated listing. Finally, ADP expressed its continued support for incremental cost pricing.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael F. Finn", written in a cursive style.

Michael F. Finn

Enclosures

cc without attachments:

Bill Kehoe  
Dorothy Attwood  
Florence Setzer  
Gayle Radley Teicher

## **ASSOCIATION OF DIRECTORY PUBLISHERS**

### **SUMMARY OF ANECDOTAL EVIDENCE**

#### **Main Street Directories:**

Small LEC has informed ADP member that it is exempt from the Telecommunications Act of 1996

#### **The Complete Phone Book:**

Sprint/United has refused to provide updates on the grounds that updates are not required by the 1996 Act.

Sprint/United, did, however lower its rates to 5.5 cents per listing "due to a suit."

#### **Thomson Directories & Cincinnati Bell Response:**

Cincinnati Bell declined Thomson's request to provide listings for Butler County and Warren County because it has "yet to develop an appropriate product and supporting contract."

#### **MEBTel Communications Letter:**

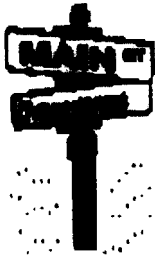
Listings are available for 9,000 which equates to about \$1.59-\$1.68 per listing. Updates are available for \$1,332 which equates to approximately \$2.96 per listing). Additional charges are then added to the prices quoted above.

#### **Somerset Newspapers:**

GTE is selling listings at 35 cents each while updates cost 50 cents plus a one-time set-up fee of \$600.

#### **ADP Release & Chart:**

Release summarizes several "unacceptable" actions by LECs. The chart details various LECs directory listing services and prices. Most LECs charge a price at or above 25 cents per listing. Where updates are available, the prices range from fifty cents to over two dollars per listing.



## MAIN STREET DIRECTORIES

Post Office Box 1944 • 425 North Lumpkin St. • Suite 202 • Athens, GA 30603

January 10, 1997

TO: Carol Hill

FROM: J. H. (Sandy) Sanders

We wrote the General Manager of Standard Telephone Co., Cornelia to purchase the listings for Habersham and White Counties in north Georgia. (See letter)

Mr. Q. Hinesly called with the following rates:

- 22,000 listings
- 45 cents per listings for the telephone company
- 3.5 cents for the company that maintains their listings
- \$25 per tape
- \$150 administration fee
- \$15 shipping

Mr. Hinesly told me once before that the Telecommunications Act did not include small telephone companies.



Memorandum To: File

Re: Sprint/United

From: Lavelle Dycus

I called Allen Berg of Sprint/United to see if we could order business updates for new connections from Sprint/United.

Mr. Berg said they were required by law to furnish telephone book publishers with the information needed for directories, but they are not required to furnish up-dated information during the year, so therefore, they do not offer this service.

Mr. Berg stated he did have good news though, due to a suit they have had to drop their price to 5 1/2 cents per listing. When I asked what we are currently paying, he said 25 cents per listing.

**454 S. Yonge St., Ormond Beach, Florida 32174 • (904) 672-1000**

West Volusia... (904) 734-6501 • Flagler County... (904) 439-0802 • New Smyrna Toll Free... 1-673-7352 • Fax... (904) 672-3416

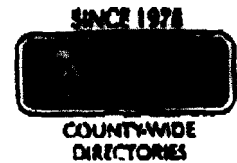


# THOMSON COUNTY-WIDE DIRECTORIES

Judy Brandabur, President • 3634 Watertower Lane • West Carrollton, OH 45449  
(513) 859-4613 • 1-800-255-9433 • FAX (513) 859-8130

August 20, 1996

Ms. Penny Burke  
Director of Directory Services  
CINCINNATI BELL  
209 West Seventh Street  
Room 121 - 801  
Cincinnati, Ohio 45201



1997 Edition

## BUTLER-WARREN COUNTIES DIRECTORY

Dear Ms. Burke:

As I stated in our recent telephone conversation, Thomson County-Wide Directories wishes to enter into a License Agreement with Cincinnati Bell to purchase the most current White Pages listing information for the subject directory (Pub. Date: Dec. '96).

In that regard, please provide this information on a magnetic tape coded for a Business/Residential split, including all Professional listings.

The specific communities involved and related prefix information are as follows (513 area code):

Fairfield	829,858
Hamilton	820,822,844,856,863,867,868 869,887,892,893,894,895,896
Port Union	860,870,874,881
Seven Mile	729,726
Somerville	726
West Chester	755,777,779
Loveland	575,583,665,667,683,774

Note: Are there any new exchanges in the area?

We would appreciate receiving the magnetic tape at our Watertower Lane location no later than Monday, September 30, 1996.

Thank you for your attention to the above request. I look forward to hearing from you at your earliest convenience regarding this matter.

Sincerely,

Judy Brandabur  
President

Rec'd 10/7/96 *JB*



201 E. Fourth St.  
P. O. Box 2301  
Cincinnati, Ohio 45201

October 2, 1996

Judy Brandabur  
President  
Thomson County-Wide Directories  
3634 Watertower Lane  
West Carrollton, OH 45449

Dear Ms. Brandabur:

Thank you for your recent request to use Cincinnati Bell Telephone (CBT) listings for purposes of publishing a county-wide directory. Currently, CBT is not in a position to fulfill your request, as we have yet to develop an appropriate product and supporting contract.

We are in the process of determining exactly what products and prices would be most appropriate in this area. CBT does not currently have these products in place. We will certainly keep your needs in mind as we develop new listing information products and services, with the hope that we may be able to meet your request in the future. We look forward to developing a beneficial long-term relationship with Thomson County-Wide Directories.

Sincerely,

A handwritten signature in cursive script that reads "Jeff Callan".

Jeff Callan  
Product Manager - Information Services

January 10, 1997

TELCO	PREV RATE PER LISTING	NEW RATE PER LISTG	CHANGE AS OF	UPDATES Y or N	UPDATES NOW	UPDATE RATE
ALLTEL	.98	.50/.55	10/96	N	N	
BELL ATLANTIC	.12	.15 (2m VA)	1/93 1/97	N	Y	.18-.45
BELL SOUTH	.04	.04	1993	N	N	
CENTEL (SPRINT)	.65	.25	11/96	N	PENDING	1.50
CAROLINATEL (SPRINT)	.65	.25	11/96	N	PENDING	1.50
CITIZENS TELCOM		.45		N	Y	2.25
NYNEX	<del>.20</del> .15	<del>.20</del> .20	<del>11/96</del>	Y	Y	.20
FRONTIER COMMUN.	.25	.25		N	N	
ROCHESTER TEL	.25	.25		N	N	
GTE	.35	.35	N/A	N	N	
NORTH STATE TEL CO	.95	.95		N	Y	.95
CHATAUQUA & ERIE	.95	.95	N/A	N	N	
EMPIRE TEL		UNKNOWN	11/96	N	Y	UNKNOWN
NEBTEL	\$9000 FLAT avg .80-.85ea	\$9000 FLAT AVG .80-.85	N/A	N	Avail for Flat Fee monthly \$1332	



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PAGE 08

P.4

1996-06-20

*cc of vhs*



114 West Center Street ■ Post Office Box 9  
Mebane, North Carolina 27302  
919/863-9111 ■ Fax: 919/863-8800

June 20, 1996

Ms. Delores E. Wagner  
Corporate Services Manager  
White Directory Publishers, Inc.  
1945 Sheridan Drive  
Buffalo, New York 14223

RE: MEBTEL Communications' Directory Listings

Dear Ms. Wagner:

Pursuant to our several telephone conversations, MEBTEL Communications is willing to provide subscriber information in the format attached. We will send the data to you via the U. S. Mail in paper form. If you accept our proposal, we will mail these listings within 10 working days of the service order completion.

The monthly charge for this service is \$1,332, payable in advance of the listings being sent.

If your company wishes to begin this service, please let us know when you want it to start with your first month's payment. You may automatically send future payments or we will bill you monthly, whichever you choose.

Thank you for doing business with MEBTEL Communications.

Sincerely yours,

Paul Feight  
Vice President

MEBCOM, INC.



**SOMERSET NEWSPAPERS INCORPORATED**

334 West Main Street • P. O. Box 638 • Somerset, PA 15501-0638 • 814 445-8621 • 1-800-452-0823

JON G. STARN  
GENERAL MANAGER

***& EZ To Use Directories***

January 10, 1997

Carol Hill  
Association of Directory Publishers  
78 South Street  
Wrentham, MA 02093

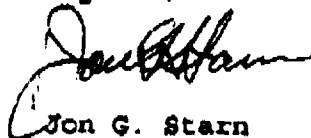
Dear Carol:

Correction on yesterday's FAX concerning our experience with GTE's compliance with the Telecommunications Act. I stated that I was awaiting a call from them. An hour after I faxed you my reply they called with these results.

GTE will continue to sell listings at \$.35 each, or, updates for \$.50 each. The update procedure would require a one-time set up fee of \$600 after which the updates would be down-loaded from the internet. I don't have the specifics yet or the address.

If anything else surfaces I'll respond to you.

Regards,

  
Jon G. Starn

January '97

## **MOST RECENT UNACCEPTABLE TELCO REQUIREMENTS FOR SUBSCRIBER LISTINGS**

- Local telco, PTI, refused to sell listings to NTD Publishing, but US West said they would broker it. NTD received listings that were missing half the residents. This just happened.
- \* NTD Publishing received bid for exact same listings from US West Communications @ 40¢ and from US West Marketing Resources @ 8.5¢. The number of listings differed by over 1,000 listings in US West Mktg and US West Comms.' data base.
- Thomson County-Wide was informed by Cinninatti Bell that they could not make their listings available to them at this time.
- MEBTEL is charging a flat fee of \$9,000 which equates to \$1.59 - \$1.68 per listing for White Directory Publishers. They are now offering updates at a flat fee of \$1,332 (average of \$2.96 per listing). There are also additional charges from L.M. Berry because Berry maintains the data base for MEBTEL. Berry's fees are: \$290 admin., \$231 vendor production, and \$40 media fee + \$25 shipping. White Directory staff questioned MEBTEL on their rates and was told that they consulted with their lawyers and were told they did not need to lower their rates.

L. M. Berry maintains the listing data base for several local telcos. Berry's charges noted above are fees charged over and above the local telco's charges.
- Standard Telephone Co. who charges 45¢/listing + 3.5¢ additional for outside company to maintain their data base stated that the Telecommunications Act does not apply to small telephone companies.
- GTE just announced that they will sell updates for 50¢ with set up charge of \$600.
- Sprint just announced a price reduction in parts of Florida, but most independent publishers have not received notice from Sprint for other regions.

## TELCO SUBSCRIBER LISTING CHARGES

Ameritech		.19 1st yr .16 2nd yr .14 3rd yr		Y	Y	.50 monthly 1.25 wkly 1.75 daily		.13 monthly .75 wkly 1.25 daily	
AllTel	.98	.50-.55	10/96	N	N		\$780		\$500 min order
Bell Atlantic	.12	.15 .08(VA)	1/93	N	Y	.18-.45	\$500 \$300(VA)	.30-.61	
Bell South	.30	.04		N	N		\$100		.16/listing for electronic or
Camden Tel (Cons.)		.45		N	N				\$200 min. per exchange
Carolina Tel (Sprint)	.65	.25	11/96	N	pending	1.50	275		
Centel (Sprint)	.65	.25	11/96	N	pending	1.50	275		
Century Tel Ent.		.28							\$150 per exchange
Century Tel of Mich.		.409		N	N		57		
Chatauqua & Erie	.95	.95		N	N		1,250		Add'l fees from Berry: \$290
Cinn. Bell	.10	?					2,500		Listings not made available
Citizens Telcom		.45		N	Y	2.25	250		Add'l fees from Berry: \$290
Empire Tel		unknown	11/96	N	Y	unknown			No response to requests
Frontier Comm.	.25	.25		N	N				Add'l fees from Berry: \$290
GTE	.50	.35		N	Y	.50			\$600 set up fee (one time)
GTE (CA)		.45		N					
Guam Tel		.25 res .27 bus					500		
MEB Tel	1.59-1.68	1.59-1.68		N	Y	Flat rate \$1,332/monthly (avgs	\$2.96/listing)		Add'l fees from Berry \$290
Melrose Tel		.40							
North State Tel	.95	.95		N	Y	.95	\$1,000		
NYNEX	.15	.20		Y	Y	.20			
Pacific - CA		.10							\$1,300 min. order
Pacific - NV		.20							
Pigeon Tel		.60		N	N		275		
Rochester Tel	.25	.25		N	N				Add'l fees from Berry: \$290
Sprint	.25	.05	1/97	N	N		?		
Standard Tel		.45 & .035					150		Charges the add'l .035 co.
SWB	.50	.25	8/96	Y	Y	.50	500		Adm. fee is \$100 in Texas
United Tel of OH/IN		.25		N	N		275		
US West Comm	.21	.40	1/97				500?		bundled only
US West Mktg Res.		.085							bundled only

In the Matter of )  
 )  
 )  
 Application of Ameritech )  
 Michigan Pursuant to Section )  
 271 of the Telecommunications )  
 Act of 1996 to Provide In- )  
 Region, InterLATA Services in )  
 Michigan )  
 )

CC Docket No. \_\_\_\_\_

Volume 1.1:  
Interconnection Agreement between  
AT&T  
and  
Ameritech Michigan

**13.9 Permanent Number Portability.** The Parties shall migrate from RCF or DID to Permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC. The Parties shall provide Permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

**13.10 Other INP Methods.**

Other methods of providing INP, to the extent technically feasible, may be provided pursuant to a Bona Fide Request.

**ARTICLE XIV  
DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)**

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act.

**ARTICLE XV  
DIRECTORY LISTINGS -- SECTION 251(b)(3)**

**15.1 Directory Listings.** Ameritech shall cause the Publisher to include Primary Listings of AT&T's Customers ("AT&T Directory Customers") in its White Pages Directories under the following terms and conditions:"

15.1.1 Publisher will publish the Primary Listing of AT&T Directory Customers located within the geographic scope of Publisher's directories at no charge.

15.1.2 Listings of such AT&T Directory Customers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

15.1.3 Publisher shall provide AT&T with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

15.1.4 Ameritech or its Publisher must receive all Primary Listings of AT&T Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide AT&T with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.5 Publisher may include, at no charge, Primary Listings of AT&T Directory Customers and provided to Ameritech or its Publisher in other directories published by Publisher or its Affiliate.

15.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations at the same time such information is provided to Ameritech.

15.1.7 Publisher shall include, in the customer information section of each White Pages and Yellow Pages Directory, information about AT&T services, including addresses and telephone numbers for AT&T Customer service. The form and content of such customer information shall be provided by AT&T to Ameritech or its Publisher. The charge, if any, for the listing of such information will be calculated on the same basis as the charges, if any, paid by Ameritech for similar listings.

**15.2 Listing and Listing Updates.** AT&T will provide AT&T Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

15.2.1 AT&T shall provide its AT&T Directory Customer Listings to Ameritech or its Publisher in a mutually agreeable form and format. AT&T acknowledges that Ameritech or its Publisher may impose a charge for changes to AT&T Directory Customer Listings previously provided by AT&T to Ameritech or its Publisher.

15.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of an AT&T Directory Customer, AT&T shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on AT&T Directory Customers are to be provided to Ameritech and Listing Updates for facilities-based Customers of AT&T shall be provided to Publisher.

15.2.3 AT&T will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of AT&T's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

15.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of AT&T; provided, however, that Publisher or Ameritech will not:

- (a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where AT&T has notified Ameritech to include listing for third party publication.

15.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories for resale Customers of AT&T on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers. Publisher and AT&T may enter into a separate directory services agreement which, among the services provided, would include the delivery of White Page Directories to facilities-based Customers of AT&T.

## ARTICLE XVI

### ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY – SECTIONS 251(b)(4) AND 224

#### 16.1 Structure Availability.

16.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, "Structure") owned or controlled by Ameritech for the placement of AT&T's telecommunications equipment and related facilities ("Attachments"). "Poles, ducts and conduits" include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by Ameritech to place telecommunications distribution facilities. "Rights-of-way" are easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property if the property is used for distribution facilities. The availability of Ameritech Structure for AT&T's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 16.19, all interests in property granted by persons or entities public or private, and Applicable



In the Matter of

CC Docket No. \_\_\_\_\_

Volume 1.4:  
Connection Agreement between  
TCG Detroit  
and  
Ameritech Michigan

13.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. TCG shall provide to Ameritech the available CPN to enable Ameritech to classify INP traffic for rating purposes. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in Section 13.7.4 in lieu of any other compensation charges for terminating such traffic.

13.7.2 If CPN records are available to classify at least 75% of the INP traffic as either local, intrastate FGD and interstate FGD, the Parties shall use such classification for purposes of compensating each other under this Section. The INP traffic not classified by CPN records shall be allocated among the classifications based on the relative percentages of the INP traffic classified by CPN records. If less than 75% of INP traffic can be classified by CPN records in a six month period, the allocation of traffic shall be made pursuant to Section 13.7.3.

13.7.3 In the event it is required by Section 13.7.2, the Parties shall jointly estimate, based on historic data of all traffic in the LATA over the past year, the percentages of such traffic that if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number) would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) intrastate FGD charges ("Intra Traffic"), or (iii) interstate FGD charges ("Inter Traffic"). The Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this Section 13.7.2.

13.7.4 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth in the Pricing Schedule) plus (Intra Traffic percentage times Ameritech's effective intrastate FGD rates) plus (Inter Traffic percentage times Ameritech's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

#### **14.0 DIALING PARITY — SECTION 251(b)(3)**

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

#### **15.0 DIRECTORY LISTINGS -- SECTION 251(b)(3)**

## **15.1 White Pages Directory Listings**

Ameritech's white pages directory publisher (Directory) shall include TCG's Customer Listings and Resale Listings and in its White Pages Directories under the following terms and conditions:

15.1.1 Publisher will publish the Primary Listing of Customers and resale Customer located within the geographic scope of Publisher's directories at no charge.

15.1.2 Listings of Customers and resale Customers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

15.1.3 Upon reasonable request, Publisher shall provide TCG with copies of such listings prior to publication in such form and format as may be mutually agreed to by the parties. Both parties shall use their best efforts to ensure the accurate listing of such information.

15.1.4 Publisher must receive all Customer Listings and Resale Listings prior to the service order close date for the directory in which those listings are to appear. Publisher will provide TCG with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.5 Publisher may include, at no charge, Customer Listings and Resale Listings in other directories published by Publisher or its affiliate.

15.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories.

## **15.2 Listing and Listing Updates**

TCG will provide Customer Listings and Listing Updates to Publisher on a non-exclusive basis as follows:

15.2.1 TCG shall provide its Customer Listings to Publisher in a form and format acceptable to Publisher. TCG acknowledges that Publisher may impose a charge for changes to Customer Listings previously provided by TCG to Publisher.

15.2.2 Within one business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of a Customer, TCG shall provide Listing Updates to Publisher in a form and format acceptable to Publisher.

15.2.3 TCG will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of TCG's Listing Updates to Publisher.

15.2.4 Publisher may sell or license the use of Customer Listings, Resale Listings or Listing Updates to third parties without the prior written consent of TCG, provided, however, that Publisher will not:

15.2.4.1 disclose non-listed name and address information to any third party except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;

15.2.4.2 disclose to any third party the identity of a Customer's or resale Customer's LEC;

15.2.4.3 sell or license such Customer listing information sorted by carrier.

15.2.5 TCG shall provide its Resale Listings for inclusion in White Pages Directories to Ameritech as part of TCG's purchase of Resale Local Exchange Service in a form and format as may be required by Ameritech.

## **16.0 ACCESS TO RIGHTS-OF-WAY — SECTION 251(b)(4)**

Each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements.

## **17.0 DATABASE ACCESS**

In accordance with Section 271 of the Act, Ameritech shall provide TCG with nondiscriminatory access to Ameritech's databases and associated signaling for the routing and completion of TCG's traffic. Access to such databases, and the appropriate interfaces, shall be made available to TCG via a Network Element Bona Fide Request.

## **18.0 REFERRAL ANNOUNCEMENT**

When a Customer changes its service provider from Ameritech to TCG, or from TCG to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for not less than three (3) months or for the period specified in Michigan

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the application of )  
 AMERITECH MICHIGAN for approval of )  
 agreements with MFS INTELENET OF )  
 MICHIGAN, INC., for interconnection of )  
 their telecommunication networks. )

Case No. U-11098

At the December 20, 1996 meeting of the Michigan Public Service Commission in Lansing,  
 Michigan.

PRESENT: Hon. John G. Strand, Chairman  
 Hon. John C. Shea, Commissioner  
 Hon. David A. Svanda, Commissioner

ORDER APPROVING AMENDED INTERCONNECTION AGREEMENTS

On May 28, 1996, Ameritech Michigan filed an application requesting approval of a series of agreements between MFS Intelenet of Michigan, Inc., (MFS) and Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan for interconnection of their telecommunication networks, pursuant to Section 203 of the Michigan Telecommunications Act, as amended, MCL 484.2203; MSA 22.1469(203) (MTA), and the federal Telecommunications Act of 1996, 47 USC 251 et seq. (FTA). The agreements contained operational terms for physical interconnection, unbundled access to Ameritech Michigan's network, physical collocation, number portability, resale, access to data bases, and a variety of other business relationships.

In an order issued August 22, 1996, the Commission found that portions of the agreements between Ameritech Michigan and MFS had to be rejected. Among other things, the Commission found that Section 17.0 of their interconnection agreement, which is related to interception and referral of calls to a customer's former number, should be rejected for violation of Rule 34 of the Commission's Quality of Service Standards, 1996 AACS, R 484.34(1).

The Commission also indicated that the rate established in their directory assistance services agreement for home number plan area directory assistance had to be revised so that the agreement would not violate the MTA requirement that access service rates and charges not exceed the rates allowed for the same interstate services by the Federal Communications Commission (FCC).

The Commission also rejected the listing and directory services agreement from which Ameritech Michigan had redacted certain information. Noting that Section 252 of the FTA included directory listings and directory assistance among services for which an entering local exchange carrier (LEC) has a right to negotiate, the Commission concluded that the complete contract between the parties must be submitted for the Commission's approval and that its terms must be made available on a nondiscriminatory basis to other providers.

On October 8, 1996, Ameritech Michigan filed a motion for approval of amendments to the agreements. In so doing, Ameritech Michigan submitted copies of amendments to the interconnection and directory assistance services agreements. An examination of those documents indicates that Section 17.0 of the original interconnection agreement has been amended to change the period of time for which a referral announcement must be provided to comply with the requirements of Rule 34. The amendment to the interconnection agreement also revises the

provisions of the pricing schedules pertaining to interim number portability. This amendment was negotiated to reflect the FCC's First Report and Order and Further Notice of Proposed Rulemaking which was issued on July 2, 1996.<sup>1</sup> The amended interconnection agreement now provides that each party shall bill the other party for interim number portability at the rate approved by the Commission. The payment of charges for interim number portability shall be deferred until the FCC or the Commission establishes a methodology for recovery of costs to provide interim number portability. Finally, the interconnection agreement provides that any payment resulting therefrom shall be subject to the conditions of applicable FCC and Commission orders.

The directory assistance services agreement was amended to respond to the Commission's finding that the original rates for home-number plan area directory assistance could exceed the rates for the same interstate services set forth in applicable FCC tariffs, contrary to Michigan law. The rates for home number plan area directory assistance were amended to be the lesser of either the applicable rates set forth in FCC Tariff No. 2, Section 9 (or any successor provision), or \$0.26 per occurrence.

In response to the Commission's rejection of its original listing and directory services agreement due to the redaction of certain information, Ameritech Michigan submitted a white pages listing and directory services agreement, as well as a comprehensive listing and directory services agreement that was separately filed under confidential protection pursuant to Section 210 of the MTA. Ameritech Michigan maintains that the white pages listings and directory services agreement should be approved by the Commission. However, Ameritech Michigan

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<sup>1</sup>First Report and Order, In the Matter of Telephone Number Portability, FCC Docket No. 95-116 (July 2, 1996).

contends that nothing in the comprehensive listing and directory services agreement is covered by the FTA. Accordingly, Ameritech Michigan states that it filed the comprehensive listing and directory services agreement for informational purposes only.

The Commission finds that the interconnection, directory assistance services, and white pages listing and directory services agreements filed on October 8, 1996 should be approved, subject to the addition of two provisions. In its November 26, 1996 order in Cases Nos. U-11151 and U-11152, the Commission rejected Ameritech Michigan's position that its interconnection agreement with AT&T Communications of Michigan, Inc., (AT&T) does not obligate Ameritech Michigan to include information about AT&T's services, including an address and telephone number for customer service, in the informational pages at the beginning of Ameritech Michigan's directories. It was also determined that Ameritech Michigan is required to agree to deliver white pages directories to AT&T's resale customers without additional charge. The Commission remains persuaded that provisions similar to those approved by the Commission's November 26, 1996 order in Cases Nos. U-11151 and U-11152 as well as related pricing information for these services should be incorporated into Ameritech Michigan's publicly available agreements with MFS for the interconnection of their telecommunications networks. Subject to inclusion of these provisions, the Commission finds that the agreements between Ameritech Michigan and MFS should be approved.

The Commission <sup>f</sup>FINDS that:

- a. Jurisdiction is pursuant to 1991 PA 179, as amended by 1995 PA 216, MCL 484.2101 et seq.; MSA 22.1469(101) et seq.; the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 USC 151 et seq.; 1969 PA 306, as amended, MCL 24.201



et seq.; MSA 3.560(101) et seq.; and the Commission's Rules of Practice and Procedure, 1992 AACCS, R 460.17101 et seq.

b. Subject to inclusion of provisions regarding the incorporation of MFS's customer service information in Ameritech Michigan's informational pages at the beginning of its directories and the delivery of white pages directories to MFS's resale customers without additional charge, the agreements between Ameritech Michigan and MFS for interconnection of their telecommunication networks should be approved.

**THEREFORE, IT IS ORDERED that:**

A. Subject to the inclusion of provisions regarding the inclusion of MFS Intelnet of Michigan, Inc.'s customer service information in Ameritech Michigan's informational pages at the beginning of its directories and the delivery of white pages directories to MFS Intelnet of Michigan, Inc.'s resale customers without additional charge, the agreements between Ameritech Michigan and MFS Intelnet of Michigan, Inc., for interconnection of their telecommunications networks are approved.

B. A complete copy of the agreements between Ameritech Michigan and MFS Intelnet of Michigan, Inc., for interconnection of their telecommunication networks, as approved by the Commission, shall be filed within ten days of the issuance of this order.

The Commission reserves jurisdiction and may issue further orders as necessary.